

Approved by Registrar-General of Land under No. 2002/6055

Easement instrument to grant easement or *profit à prendre* or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND



EI 6491997.15 Easeme

Cpy - 01/01, Pgs - 007, 11/07/05, 15:10



DocID: 312015710

Grantor

Surname(s) must be underlined or in CAPITALS.

DANNEMORA PROPERTY TRUSTEE LIMITED

Grantee

Surname(s) must be underlined or in CAPITALS.

NORTHPOWER LIMITED

Grant* of easement or *profit à prendre* or creation or covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this 21st day of January 2005

Attestation

DANNEMORA PROPERTY TRUSTEE
LIMITED by its Attorney SIMON
GEORGE MORTLOCK

Signature [common seal] of Grantor

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

HAMISH GUYON STANTAN DOUCH
SOLICITOR
CHRISTCHURCH

Occupation

Address

NORTHPOWER LIMITED by its
Attorney BRUNO PETERSEN

Signature [common seal] of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Anne-Maree Aldin
Secretary
Whangarei

Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

Annexure Schedule 1

Easement instrument

Dated

21st January 2005

Page

1

of

5

pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Electricity purposes	DP 345553	Lot 202 marked A Lot 203 marked B Lot 201 marked C Lot 200 marked D Lot 204 marked E Lot 202 marked AC Lot 203 marked AD Lot 203 marked AE	In Gross

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~varied~~ ~~negated~~ ~~added to~~ or ~~substituted~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

[the provisions set out in Annexure Schedule 2].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]

[Annexure Schedule 2].

All signing parties and either their witnesses or solicitors must sign or initial in this box

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 21st January 2008

Page 2 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

Easement Instrument

Annexure Schedule 2

1. DEFINITIONS

1.1 In this instrument unless the context indicates otherwise:

"**Easement Area**" means that part of the Land marked A, B, C, D, E, AC, AD & AE on deposited plan DP345553;

"**Land**" is the land owned by the Grantor described on page 1;

"**Electrical Works**" means the Works, Electrical Installation, Electrical Appliances, Fittings and Associated Equipment, as those terms are defined in the Electricity Act 1992, presently fixed or installed on, over or under the Easement Area, or to be fixed or installed on, over or under the Easement Area in substitution, addition or replacement for them, whether of the same or larger dimensions;

"**Electricity Purposes**" means the conveyance, reticulation, conversion, transformation and use of electrical power, and includes transmitting, distributing and conducting telecommunications signals.

2. GRANT OF ELECTRICITY EASEMENT

2.1 The Grantor grants to the Grantee as an easement in gross forever the right to convey and transmit electrical energy without obstruction and in any quantity by means of the Electrical Works for Electricity Purposes.

2.2 The Grantee and its engineers, employees, contractors, workmen and anyone else authorised by the Grantee has the right, subject to section 3, to enter and remain for a reasonable time on the Easement Area, and any other parts of the Land as are reasonably necessary, to do the following work:

2.2.1 to construct, install and lay the Electrical Works on, over or under the Easement Area, at a depth or height and along a line determined by the Grantee;

2.2.2 to inspect, maintain, repair, dig up, alter, enlarge, renew or replace those Electrical Works; and

2.2.3 to do anything else in the full exercise of the Grantee's rights, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment and vehicles.

2.3 The Grantee has no obligation to construct the Electrical Works or convey electricity through them continuously or at all.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated

21st January 2005

Page

3

of

4

Pages

(Continue in additional Annexure Schedule, if required.)

3. ACCESS

- 3.1 The Grantee's right of entry in clause 2.2 may be exercised on giving reasonable notice to the Grantor, except in an emergency.
- 3.2 When obtaining access to the Easement Area, the Grantee will:
- 3.2.1 complete the works as soon as possible with as little damage as possible to the Land and any vegetation, fences or improvements on it; and
 - 3.2.2 repair and make good all damage caused by the Grantee or any person carrying out the work on behalf of the Grantee.

4. OWNERSHIP

The Electrical Works will at all times remain vested in the Grantee and no person, company, or other party has an interest in the Electrical Works by reason only of having an interest in the Land.

5. GRANTOR'S OBLIGATIONS

- 5.1 The Grantor will not, without the prior written permission of the Grantee (which will not be unreasonably withheld):
- 5.1.1 On the Easement Area, or within the minimum distance from the Electrical Works as advised by the Grantee (having regard to the relevant codes of practice and statutory or regulatory requirements applicable from time to time), construct or permit the construction of any roads, walls, or driveways, or carry out any earthworks or stockpiling, or place any buildings or structures, or allow any vegetation to become established, or remove or permit the removal of any soil, substance or material;
 - 5.1.2 Do or allow anything to be done which would interrupt or restrict the transmission of electrical energy or interfere with or affect the other rights of the Grantee under this easement;
 - 5.1.3 Impede the Grantee's access over the Land or the Easement Area to the Electrical Works.
- 5.2 The Grantor may put up fencing or gates on any part of the Easement Area as long as:
- 5.2.1 the Grantor first notifies the Grantee of this intention;
 - 5.2.2 before putting up the gates or fences, the Grantee has marked the location of the Electrical Works; and
 - 5.2.3 if in the reasonable opinion of the Grantee, the design or location of any proposed fence or gate may interfere with the operation of the Electrical Works, the Grantee may prescribe the height, material used and/or location of the fence or gate.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

[Handwritten signatures and initials]

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Easement

Dated 21st January 2005

Page 4 of 4 Pages

(Continue in additional Annexure Schedule, if required.)

5.3 The Grantor may not knowingly cause or permit flooding of the Easement Area.

6. MAINTENANCE

The Grantee is responsible for maintaining the Electrical Works in the Easement Area so that they do not become a nuisance or a danger.

7. NO POWER TO TERMINATE

There is no implied power in this instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this instrument or for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

8. STATUTORY RIGHTS

The easement rights are in substitution for those set out in Schedule 4 of the Land Transfer Regulations 2002, but otherwise this easement does not affect any statutory powers which the Grantee may have.

9. DISPUTES

If any dispute arises between the Grantor and Grantee about the rights in this instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties, and if they cannot agree on one within 14 days, to be appointed by the President for the time being of the District Law Society where the Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this instrument is to be treated as a submission to arbitration.

Continuation of "Attestation"

SIGNED by NORTHPOWER LIMITED by its authorised attorney

Signature of authorised attorney

Witness:

Signature of witness

Full name of witness Anne-Maree Aldin
Secretary
Whangarei

Occupation of witness

Address of witness

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

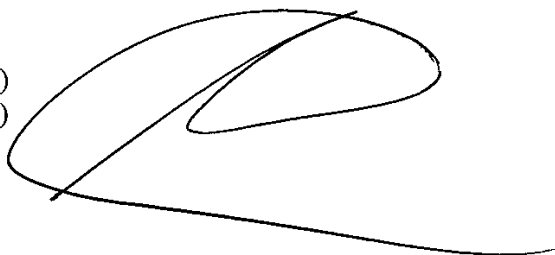
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, SIMON GEORGE MORTLOCK of Christchurch, Solicitor **HEREBY CERTIFY:**

1. **THAT** by Deed dated the 11th **June 2002** a copy of which has been deposited in the Land Registry Office at North Auckland and there numbered 5252076.1 **DANNEMORA PROPERTY TRUSTEE LIMITED** at Auckland appointed me their Attorney on the terms and subject to the conditions set out in the said Deed.
2. **THAT** at the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said **DANNEMORA PROPERTY TRUSTEE LIMITED**

SIGNED at Christchurch

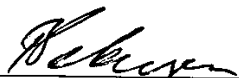
21st day of January 2005)



**CERTIFICATE OF NON-REVOCATION
OF POWER OF ATTORNEY**

I, **BRUNO PETERSEN**, Finance and Administration Manager, certify that:

1. By deed dated 5 August 2002 NORTHPOWER Limited (AK524776) a company having its registered office at Whangarei, appointed me its attorney on the terms and conditions set out in the power of attorney, a copy of which is deposited in the Land Information New Zealand at North Auckland under number SUP DOC 95026.
2. I have executed the attached document under the powers conferred on me by the power of attorney.
3. At the date of this certificate I have not received any notice or information of the revocation of the appointment by the dissolution of Northpower Limited or otherwise.



BRUNO PETERSEN

8th February 2005
Dated